



COMPARISON: PRE-NEGOTIATION PROPOSAL, NEGOTIATED PROPOSAL, & MIAMI DEAL

PROVISION	PRE-NEGOTIATION PROPOSAL	COUNCIL PRIORITY ²	NEGOTIATED PROPOSAL	MIAMI DEAL COMPARISON
Ownership and Lease				
Stadium Ownership	City	-	City	City
Initial Lease Term	20 years	-	20 years	39 years
*Lease Renewal Term	Three 20-year renewals ¹	-	Three 10-year renewals	Two 30-year renewals
Property Size	24 acres	-	24 acres	73 acres
Revenues				
*Annual Rent	\$1	Minimize the loss of potential city revenue.	Years 6-7: \$112,500 Years 8+: \$425,000 (<i>\$550,000 annual payment, less capital repair contribution</i>)	The greatest of the following: (a) Fair market value (b) 5% of rent from ancillary development (c) \$3,577,000 per year
Property Taxes Paid to All Local Governments	No	Minimize the loss of potential city revenue.	No	Yes
*Option for Team to Purchase Stadium and Land	Yes	-	No	-
Stadium Revenue Rights Generally	Team	Examine revenue-sharing opportunities.	Team	-
Parking Revenue Rights	Team	Examine revenue-sharing opportunities.	Team	-
Revenue-Sharing	No	Examine revenue-sharing opportunities.	No	Capital Transactions Fee
Capital Transactions Fee Paid to City	No	Examine revenue-sharing opportunities.	No	1% of gross proceeds
Right to Event Revenues During City-Held Events at Stadium	City	Allow the city to retain revenue from city-held events at stadium.	City	-
Construction				
Construction	Team	Require team to fund construction.	Team	Team
*Construction Fees	City	Require team to fund construction.	Team	Team
Environmental Remediation	City	Minimize the use of city funds.	City	Team
*Site Preparation	City	Require team to fund construction.	Team	Team
*Required Infrastructure	City	Minimize the use of city funds.	City (<i>Team funds "certain" infrastructure, not yet specified</i>)	-

* Denotes a provision that changed between the pre-negotiation proposal and the negotiated proposal.

¹ Legal opinions indicated that a 20-year lease with three 20-year renewals (totaling 80 years) would have triggered a competitive bidding process.

² The "Council Priority" column summarizes the specified outcomes Council listed in Council Resolution 20180628-130.

PROVISION	PRE-NEGOTIATION PROPOSAL	COUNCIL PRIORITY	NEGOTIATED PROPOSAL	MIAMI DEAL COMPARISON
Stadium Design				
Stadium Design Input	City & Team	Establish high-quality design standards.	City & Team	-
Control of Stadium Design Budget	Team	-	Team	-
*AE Green Building/LEED Rating	Two stars (No mention of LEED)	Require team to achieve high AE Green Building and/or LEED ratings.	Two stars (or LEED Silver)	-
*Green Facility Goals	-	Aim for a zero waste, net zero energy, net positive water facility.	"Explore options" to minimize waste, net energy, and net water	-
Labor				
*Comply with the City's Wage and Benefit Requirements	-	Require team to comply with the city's wage and benefit requirements.	Yes	Living Wage
Comply with City's Minority-Owned/Women-Owned Hiring and Contracting Rules	Yes	Require team to comply with city rules regarding M/WBE.	Yes	-
Work with Workers Defense Project to Meet Better Builder Standards	Yes	-	Yes	-
*Implement a Labor Peace Agreement	-	Require a labor peace agreement.	Yes	Yes
*Good-Faith Effort to Achieve Goals in the Community Workforce Master Plan	-	Establish a plan to achieve goals in Community Workforce Master Plan.	Yes	-
Operations and Maintenance				
Stadium Management	Team	Require team to pay for operations and maintenance of the stadium.	Team	Team
*Capital Repairs	Team	Require team to pay for operations and maintenance of the stadium.	Team & City	Team
Property and Casualty Insurance	City	Require team to pay for operations.	City	-
Liability Insurance	Team	Require team to pay for operations.	Team	-
Utilities Responsibility	Team	Require team to pay for operations.	Team	-
*Transportation and Parking Plan	-	Develop a transportation & parking plan.	Yes (Plan still to be developed)	-
Right to Select Concessionaires and Establish Concession Terms	Team	-	Team	Team
Responsibility to Pay for Safety and Cleaning Event Services at the Stadium	Team	Require team to pay for operations.	Team	-
Responsibility to Pay for Safety and Cleaning Event Services Outside Stadium	City	Require team to pay for operations.	City	-
Relocation				
*Non-Relocation Agreement	-	Use financial penalties to restrict team from relocating.	Yes (Provisions still to be determined)	-

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Training Complex				
Land	No terms available	-	No terms available	-
Development	No terms available	-	No terms available	-
Operations	No terms available	-	No terms available	-
'Community Benefits'				
Affordable Housing (Provided by Third Party)	Up to 130 units	Require at least 130 units of affordable housing.	Up to 130 units	-
*Number of Rent-Free Uses Allowed for Public Sector Annually ³	Two	Retain the greatest possible city use of stadium rent-free.	Five	-
MetroRail Station Responsibility	City & CapMetro	Require team to fully fund a rail station.	City & CapMetro	-
On-Site Park Development & Maintenance ³	Yes	Dedicate a portion of the site as accessible open space.	Yes	Yes
Off-Site Parks Funding	-	-	-	Yes
Authority to Program Public Parkland	Team	Dedicate a portion of the site as accessible open space.	Team	-
Complimentary Ticket Donations ³	Yes	Provide complimentary tickets.	Yes	-
Non-Profit Donations ³	Yes	Obtain significant community benefits.	Yes	-
Youth Soccer Camps and Clinics ³	Yes	Provide support of youth soccer.	Yes	-
Youth Soccer Scholarships ³	Yes	Provide support of youth soccer.	Yes	-
MLS Academy ³	Yes	Provide support of youth soccer.	Yes	Yes ⁴
Equipment and Gear Donations ³	Yes	Provide support of youth soccer.	Yes	-
Meeting Space Uses ³	Yes	Retain the greatest possible city and non-profit use of stadium rent-free.	Yes	-
Soccer Field & Futsal Construction ³	Yes	Provide support of youth soccer.	Yes	-
Volunteer Hours ³	Yes	Obtain significant community benefits.	Yes	-
Food Service Fundraising ³	Yes	Obtain significant community benefits.	Yes	-
Local Food & Beverage Opportunities ³	Yes	Obtain significant community benefits.	Yes	-
Team Name and Mascot Selection	-	Establish a community process for selecting the team name and mascot.	-	-
Community Benefit Commitment Annual Growth Rate ³	2%	Obtain the best possible financial return and community benefits.	2%	-

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³ The term sheet only specifies that the ultimate agreement over community benefits will cover "the initial term;" it does not include requirements for the renewal terms.

⁴ The Miami term sheet does not reference an MLS Academy program. However, it is assumed to be provided because, according to the New York Times, MLS requires its teams to operate MLS Academy programs. PSV calculates the value of this required program as nearly half of the value of their entire 'community benefits' package. The MLS Academy program only serves boys.